

Harry G. Masser  
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EXHIBIT 2

# BITTNER REAL ESTATE

Ft. Ritchie Rd.

Sabillasville, Md. 21780

Tele: 301-241-3621

## CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 15th day of December 1977, Between Harry G. Masser, Sr. of Blue Ridge Summit, Pa. 17214 Seller, and Nicola M. Tauraso, M.D. of Rt. 7, Poole Jones Road Buyer. Frederick, Md. 21701

The Seller hereby sells to the Buyer, and the latter does purchase from the former, all the following described property, with all related easements and other rights, situate in Thurmont district, Frederick County, State of Maryland.

Being all that parcel of land, together with improvements thereon, situate on the west side of Eyler Valley Road and fronting approximately 800 feet thereon, better known as 250 acre Masser Farm and being more particularly in a deed recorded among the Land Records of said County in Liber 639, Folio 248. Excepting that part of said farm situate on the east side of Eyler Valley Road.

The total selling price is One hundred and ninety-eight thousand dollars Dollars (\$198,000) payable as follows: ten thousand dollars Dollars (\$10,000), cash upon the execution of this agreement, the receipt of which is hereby acknowledged, and the balance at settlement, which shall be held on or before January 15, 1978. The sale price also covers: Eighteen thousand dollar (18,000) commission shall be divided 50/50 between Bittner Real Estate and North Suburban Real Estate Co., Inc. of Hagerstown, Maryland.

This contract contingent upon the following:

1. The seller holding a first mortgage of one hundred and thirty-nine thousand dollars (\$139,000) at the rate of 8 1/2% interest per annum, said mortgage to be paid by monthly payments at the rate of a thirty (30) year loan for ten (10) years. At the end of ten years the balance of said mortgage shall become due and payable.
2. A separate note of four thousand dollars (\$4000) shall be held by the seller, at the rate of 8 1/2% interest said interest ~~being paid monthly~~ with the balance of principle of said loan being due on December 30, 1978.
3. The above mortgage of one hundred and thirty-nine thousand dollars (\$139,000) may be prepaid only after five (5) years from the date of settlement.

Possession will be given the Buyer ~~upon settlement~~. Taxes and water and sewer will be pro-rated to date of settlement. Until settlement the Seller shall bear full risk of damage to the property resulting from fire, windstorm, malicious mischief, theft, or from any other peril included under a standard fire and extended coverage policy. Upon payment of the full purchase price, the Seller will execute and deliver to the Buyer a deed conveying good and merchantable title to the property with covenants of special warranty and further assurance, free of liens and encumbrances except those, if any, hereinbefore mentioned and such easements, conditions and restrictions, if any, to which the premises may now be subject. If the title should be found defective and cannot be perfected within 60 days, then this agreement shall be null and void and the deposit shall be returned to the Buyer without right to interest, damages, or costs. If Buyer fails to perform his obligations hereunder, in addition to his other remedies at law or in equity, Seller may cancel this contract and retain downpayment as liquidated damages. The Seller agrees to pay commission on this sale to Bittner Real Estate according to the listing agreement. The deposits will be held in escrow by the Realtor until settlement.

\*\*\*Subject to two (2) verbal month to month tenancies for the dwelling on said farm.

SEAL: Nicola M. Tauraso, M.D. James G. Bittner WITNESS

SEAL: Harry G. Masser, Sr. James G. Bittner WITNESS

SEAL: \_\_\_\_\_ WITNESS

SEAL: \_\_\_\_\_ WITNESS

Exhibit 2 - Filed March 17, 1978